

A.G. Contract No. KR95 2795TRN  
ADOT ESC File No. JPA 95-222  
Project: 070 GH 335 H3607 01C  
Section: US-70 Thatcher WCL - ECL  
Intersection Improvements

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF THATCHER

THIS AGREEMENT is entered into 2 February, 1996  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and the TOWN OF THATCHER acting by and through its MAYOR and TOWN COUNCIL,  
(the "Town").

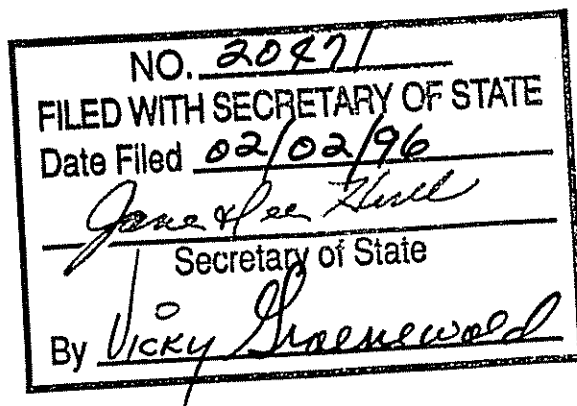
**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. Incident to improvements to US-70 contemplated by the State in the Town, the Town has requested the State accomplish intersection improvements to Stadium Avenue and College Avenue at US-70, including street widening, relocating sidewalks and ADA ramp improvements, the installation of traffic control conduit, concrete aprons and valley gutter at Stadium Avenue, and concrete aprons at College Avenue, at a cost to the Town of \$5,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



**II. SCOPE OF WORK****1. The State will:**

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate Town review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

c. Upon completion, approve and accept the work as complete on behalf of the parties hereto, and provide maintenance to the roadway within the State right-of-way.

d. Upon filing of this agreement with the Arizona Secretary of State, invoice the Town in the amount of \$5,000.00 as the Town's share of the Project.

**2. The Town will:**

a. Review the design document and provide comments.

b. Be responsible for any contractor claims for extra compensation attributable to the Town.

c. Upon filing of this agreement with the Arizona Secretary of State, advance the State \$5,000.00 as the Town share of the cost of the Project.

d. Upon completion and acceptance of the Project by the State, provide maintenance outside the State right-of-way, and to sidewalks and sidewalk ramps within or outside the State right-of-way.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of Project, provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days prior written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Town of Thatcher  
Town Manager  
Box 670  
Thatcher, AZ 85552-0670


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**TOWN OF THATCHER**

**STATE OF ARIZONA**  
Department of Transportation

By   
LAWRENCE INNES  
Mayor

By   
PETER L. ENO  
Contract Administrator

ATTEST:

By   
WILL WRIGHT  
Town Clerk

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RESOLUTION

BE IT RESOLVED on this 18th day of May 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Thatcher for the purpose of defining responsibilities for the design, construction and maintenance of intersection improvements on US-70 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'L. Bonine', is written over a horizontal line.

for LARRY S. BONINE  
Director

**MINUTES OF REGULAR MEETING OF THE  
THATCHER TOWN COUNCIL  
December 18, 1995**

**MEMBERS PRESENT:**

Mayor Larry Innes,  
Vice-Mayor Bob Rivera,  
Council Members: Verdell Howard,  
Lyle Grant, Charles Morris, Ed  
Shamey, and Steve Johnson.

**STAFF PRESENT:**

Will Wright, Town Manager/Clerk  
Mark Bryce, Town Attorney  
Ned Rhodes, Police Chief  
Jerry Robinson, P&Z Director

**VISITORS:**

Laverl and Marilyn Brown,  
Melanie Larson and daughter,  
Jim and Lynn Daley, and Bob  
Harvey of the WWN.

Mayor Innes called the meeting to order at 7:00 p.m., establishing that there was a Quorum. The Pledge of Allegiance was recited.

**APPROVAL OF MINUTES - MEETING:**

The minutes for the November 20, 1995 were reviewed by the Council with Councilman Morris moving and Vice-Mayor Rivera seconding approval of those minutes. The vote was unanimous.

**MOTION ADOPTED**

**PUBIC APPEARANCES:**

The Mayor then called to the public for anyone who might want to address the Council, which there was none.

**PLANNING AND ZONING:**

Monthly Report - Mr. Robinson asked if there were any questions and there were none. Jerry then indicated that three proposals had been received to perform the Town's General Plan and a recommendation made by the P&Z Commission. However, it was felt that

Councilman Grant seconded that the Town commit \$5,000 to obtain these upgrades for Stadium and College Avenues and authorize Will to enter into an IGA with ADOT for these improvements. The vote was unanimous.

**MOTION ADOPTED**

- C. Will referred the Council to the letter from Mr. Arden Palmer requesting the Town to assist in putting about 600 feet of water line on north 1st Avenue so he could get on with his development plans. Vice-Mayor Rivera asked staff to contact Safford's new Utilities Director to see if they would do this work. Councilman Johnson liked the idea of putting in a fire hydrant for added fire protection for this neighborhood. Councilman Shamey moved and Charles seconded that the would assist Mr. Palmer in running this water line providing only staff and equipment for the sum of \$750 and Mr. Palmer would need to provides the materials for this project. The vote was unanimous for the motion.

**MOTION ADOPTED**

- D. Resolution 318-1995 related to the reauthorization process of the Endangered Species Act currently being considered by Congress. Councilman Morris moved and Vice-Mayor Rivera seconded that this Resolution be adopted. The vote was unanimous.

**MOTION ADOPTED**

- E. Councilman Grant complimented staff for the lights throughout town, but felt that they could be put up a week before Thanksgiving rather than after this holiday. Councilman Johnson would like to see a committee organized to start a tradition such as the annual lighting of a Town Christmas Tree. He felt the tree on EAC campus immediately across the street might work if there were no dangers involved with electric lines and the College would agree to allow us to use this tree. Will felt that the Town could perhaps plant a tree in the lot adjacent to the town hall for this purpose. Councilman Johnson felt like more traditions such as this would bring the community closer together and be fun for the families of Thatcher. Councilman Johnson moved and Councilman Grant seconded that the Town resolve to work to organize some town's people to support the tradition of an annual Christmas Tree lighting. The vote was unanimous.

**MOTION ADOPTED**

- F. The Council discussed the need to change the Council meeting dates in January and February due to scheduled holidays on the regularly scheduled Council meeting nights. Councilman Morris moved and Vice-Mayor Rivera seconded the

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APPROVAL OF THE THATCHER TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF THATCHER and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 22<sup>nd</sup> day of January, 1996

Mark A. Beyer

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-2795-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of January, 1996.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
9042G